

This Indenture,Made this 15th day of October
A. D., 19 48, between Paul B. Winter and Maude Winter, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and C. B. Rosford

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Thirty-five hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit:

The North forty (40) feet of Lot Three (3) in Block Seven (7) in Subcock
Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Thirty-five hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part 2nd of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2nd of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 1st making such sale, on demand, to said parties of the first part

heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Paul B. Winter (SEAL)
Maude Winter (SEAL)

STATE OF KANSAS,

Douglas County, ss

Be It Remembered, That on this 28th day of October A. D. 19 48
before me the undersigned, a Notary Public
in and for said County and State, came Paul B. Winter and Maude Winter, his wife

to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires

April 24, 1950

L. E. Eby
Notary Public

Release

Wherein the sum described, having been paid in full, this mortgage is hereby released, and the lien thereon created, discharged, extinguished by this, this 10th day of January A. D. 1949
Elen J. Rosford Assignee